

**TO ALL PROSPECTIVE OFFERORS
TEST OPERATIONS CONTRACT (TOC)
ACQUISITION FOR JOHN C. STENNIS SPACE CENTER
AND GEORGE C. MARSHALL SPACE FLIGHT CENTER
(13SSC-O-02-38)**

COVER PAGE

REQUEST FOR PROPOSAL (RFP)

The National Aeronautics and Space Administration's (NASA) John C. Stennis Space Center (SSC) in coordination with George C. Marshall Space Flight Center (MSFC), is seeking potential sources to perform test operations services. The effort will consist of non-personal technical and management services in support of test operations at both locations. This new contract is expected to replace the existing contract requirements in the following areas: Stennis Space Center - all personnel currently supporting rocket propulsion activities under the Test and Technical Services Contract (TTSC); Marshall Space Flight Center- all personnel currently supporting rocket propulsion activities under the Test Operation Support Contract (TOSC). This Request for Proposal provides for test operation services described therein. These activities emphasize supporting the mission of both locations in a safe, reliable, and timely manner.

There shall be no hard copies of the solicitation, technical specification, or drawings. All of the aforementioned information with respect to this acquisition will only be available electronically at the following address: <http://procurement.nasa.gov/cgi-bin/EPS/bizops.cgi?gr=D&pin=64>.

****All Offerors are reminded to check the above noted web address for the most current information with respect to this acquisition. Additionally, upon release of the solicitation all Offerors are reminded that all correspondence with regard to the same shall be coordinated through the NASA Acquisition Management Office****

This final RFP replaces the Draft RFP posted on December 30, 2003. Questions received regarding the Draft RFP will be posted to the aforementioned web address on or about February 11, 2003.

Response to this Request for Proposal is due in accordance with paragraph L-I-12 titled "Proposal Submission."

James D. Huk II
NASA/John C. Stennis Space Center
Acquisition Management Office
Mail Code BA31
Stennis Space Center, MS 39529-6000
Or via e-mail to James.D.Huk@nasa.gov

Table of Contents

PART I – THE SCHEDULE

Section A SF-33
Acronyms and Abbreviations

Section B Supplies or Services and Price/Costs

- B.1 Supplies and/or Services to be Furnished**
- B.2 Cost Plus Performance/Award Fee**
- B.3 Phase In Period**
- B.4 Estimated Cost and Award Fee**
- B.5 Contract Funding**
- B.6 Special Cost Provisions**
- B.7 Limitation of contractor commitment - government- directed cost**

Section C Description/Specification/Work Statement

- C.1 Scope of Work**
- C.2 Work Authorization**

Section D Packaging and Marking

- D.1 Listing Section D of Clauses Incorporated by Reference**
- D.2 Packaging and Marking**

Section E Inspection and Acceptance

- E.1 Listing of Section E Clauses Incorporated by Reference**
- E.2 Government Contract Quality Assurance Functions**
- E.3 Surveillance Methods**
- E.4 Quality Management System /ANSI/ISO/ASQC Q9001-2000**
- E.5 Quality Assurance Surveillance Plan**

Section F Deliveries or Performance

- F.1 Listing of Section F Clauses Incorporated by Reference**
- F.2 Period of Performance**
- F.3 Place of Performance**

Section G Contract Administration Data

- G.1 Listing of Section G Clauses Incorporated by Reference**
- G.2 Submission of Vouchers for Payment**
- G.3 Designation of New Technology Representative and Patent Representative**
- G.4 Reserved**
- G.5 Installation-Accountable Government Property**
- G.6 List of Installation-Accountable Property and Services**
- G.7 Repair or Replacement of Government Property—Special Conditions**
- G.8 Policy Directives, Procedures, and Guidelines**
- G.9 Award Fee for Service Contracts**

Section H Special Contract Requirements

- H.1 Listing of Section H Clauses Incorporated by Reference**
- H.2 Security Classification Requirements**
- H.3 Representations, Certifications, and Other Statements of Offerors**
- H.4 Small Business Subcontracting Plan**
- H.5 Minimum Insurance Coverage**
- H.6 Documentation Requirements**
- H.7 Limitation on Executive Compensation**
- H.8 Handling of Data**
- H.9 Contractor Representative(s)**
- H.10 Observance of Laws and Regulations**
- H.11 Motor Vehicle Management**
- H.12 Register of Wage Determination Under the Service Contract Act**
- H.13 National Labor Relations Act**
- H.14 Security Controls**
- H.15 Reserved**
- H.16 Government/Contractor Furnished Property**
- H.17 Capitalization of Contractor Owned Equipment**
- H.18 NASA Records Management**
- H.19 Safety and Health Plan**
- H.20 Asbestos and Lead**
- H.21 Environmental Planning**
- H.22 Hazardous Material and Hazardous Waste Management**
- H.23 Partnering**

PART II – CONTRACT CLAUSES

Section I Contract Clauses

- I.1 Listing of Clauses Incorporated by Reference**
- I.2 Alterations in Contract**
- I.3 Authorized Deviations in Clauses**
- I.4 Ombudsman**

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section J List of Attachments

- J.1 Performance Work Statement**
- J.2 Data Procurement Document**
- J.3 Award Fee Evaluation Plan**
- J.4 Service Contract Act (SCA) Wage Determination**
- J.5 U.S. Government Comparable Rates**
- J.6 Handling of Data Plan**
- J.7 Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Small Business**
- J.8 List of Applicable Manuals, Regulations and Procedures**
- J.9 Contract Security Classification Specification DD Form 254**
- J.10 List of Government Furnished Property**
- J.11 Safety and Health Plan**
- J.12 Workload Indicators**
- J-13 Options Worksheet**

PART IV – REPRESENTATIONS AND CERTIFICATIONS

Section K Representations, Certifications and Other Statements of Offerors

- K.1 Compliance with Veteran's Employment Reporting Requirements**
- K.2 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**
- K.3 Taxpayer Identification**
- K.4 Women Owned Business (Other than Small Business)**
- K.5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

- K.6 Small Business Program Representations**
- K.7 Small Disadvantaged Business Status**
- K.8 Previous Contracts and Compliance Reports**
- K.9 Affirmative Action Compliance**
- K.10 Recovered Material Certification**
- K.11 Certification of Toxic Chemical Release Reporting**
- K.12 Buy American Certificate**
- K.13 Historically Black College or University and Minority Institution Representation**
- K.14 Representation of Limited Rights Data and Restricted Computer Software**
- K.15 Cost Accounting Standards Notice and Certification**
- K.16 Use of Government-Owned Property**

Section L - Instructions, Conditions, and Notices to Offerors

- L-I-1 Historical Background**
- L-I-2 Technical Service Contract History**
- L-I-3 Organizational Charts**
- L-I-4 Solicitation Provisions Incorporated by Reference**
- L-I-5 Communications and Requests for Information**
- L-I-6 Type of Acquisition**
- L-I-7 Type of Contract**
- L-I-8 Availability of Documents**
- L-I-9 Service of Protest**
- L-I-10 Protest to NASA**
- L-I-11 Facility Clearance**
- L-I-12 Proposal Submission**
- L-I-13 Small Disadvantaged Business Participation Program Targets**
- L-I-14 Small Business Subcontracting Plan**
- L-I-15 Determination of Compensation Reasonableness**
- L-I-16 Safety and Health Plan**
- L-I-17 Identification of Uncompensated Overtime**
- L-I-18 Use of Government-Furnished Property**
- L-I-19 Accounting for Lease Costs**
- L-II-1 Introduction**
- L-II-2 General**
- L-II-3 Proposal Page Limitation**
- L-II-4 Executive Summary Volume I**
- L-II-5 Mission Suitability Evaluation Factor Volume II**
- L-II-6 Past Performance Factor Volume III**
- L-II-7 Cost Factor Volume IV**

Section M - Evaluation Factors for Award

- M.1 Evaluation and Source Selection**
- M.2 Relative Order of Importance of Evaluation Factors**
- M.3 Evaluation of Options**
- M.4 Mission Suitability Factor**
- M.5 Past Performance Factor**
- M.6 Cost Factor**

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DO-C9	PAGE 1	OF PAGES 436
2. CONTRACT NUMBER NAS13-	3. SOLICITATION NUMBER 13SSC-O-02-38	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/07/03	6. REQUISITION/PURCHASE NO. J2003042, Basic (1F)	
7. ISSUED BY NASA Acquisition Management Office John C. Stennis Space Center Attn: BA31/James D. Huk II Stennis Space Center, MS 39529-6000		CODE BA30	8. ADDRESS OFFER TO (If other than Item 7) Same as Item 7			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7 until **3:00 PM** (Local Time) Refer to L-I-12 & L-II-2.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information → Call:	A. NAME James D. Huk II	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 228 NUMBER 688-1045 EXT.	C. E-MAIL ADDRESS James.D.Huk@nasa.gov
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11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
x	A	SOLICITATION/CONTRACT FORM	7-13	x	I	CONTRACT CLAUSES	61-65
x	B	SUPPLIES OR SERVICES AND PRICE/COST	14-22	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
x	C	DESCRIPTION/SPECS/WORK STATEMENT	23-25	x	J	LIST OF ATTACHMENTS	66-238
x	D	PACKAGING AND MARKING	26-28	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
x	E	INSPECTION AND ACCEPTANCE	29-31	x	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	239-254
x	F	DELIVERIES OR PERFORMANCE	32-34	x	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	255-297
x	G	CONTRACT ADMINISTRATION DATA	35-46	x	M	EVALUATION FACTORS FOR AWARD	298-310
x	H	SPECIAL CONTRACT REQUIREMENTS	47-60				

OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	→	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offers and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM G.2
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY NASA John C. Stennis Space Center Financial Management Division/BA22 Stennis Space Center, MS 39529-6000 CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) James D. Huk II		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
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Prescribed by GSA - FAR (48 CFR) 53.214(c)

ACRONYMS AND ABBREVIATIONS

ACH	Automated Clearing House
ADP	Automated Data Processing
ADPE	Automated Data Processing Equipment
ANSI	American National Standards Institute (U.S. member body of ISO)
ASME	American Society of Mechanical Engineers
ASNT	American Society for Non-Destructive Testing
BBS	Bulletin Board System
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
CAD	Computer Aided Drafting
CAR	Corrective Action Requests
CASB	Cost Accounting Standards Board
CAS	Cost Accounting Standards
CBA	Collective Bargaining Agreement
CCB	Configuration Control Board
CCDS	Centers for the Commercial Development of Space
CCSM	Center Computer Security Manager
CCTV	Closed Circuit Television
CDR	Critical Design Review
CEF	Central Engineering Files
CFC	Chlorofluorocarbon
CFD	Computational Fluid Dynamics
CFR	Code of Federal Regulations
CFS	Critical Facility Systems
CIP	Continuous Improvement Process
CLIN	Contract Line Item Number
CM	Corrective Maintenance
CMMS	Computerized Maintenance Management System
CoF/Coff	Construction of Facilities
CO	Contracting Officer
COC	Certificate of Completion
COD	Center Operations Directorate
COTR	Contracting Officer's Technical Representative
CP	Cost Plus
CPAF	Cost Plus Award Fee
CST	Central Standard Time
CTF	Component Test Facility
CWI	Common Work Instruction
DACS	Data Acquisition Control System
DAF	Data Acquisition Facility
DAS	Data Acquisition System
DCAA	Defense Contract Audit Agency
DCMC	Defense Contract Management Command
DD	Department of Defense
DDMS	Design and Data Management System
DDT&E	Design, Development, Test & Evaluation
DIR	Document Information Record

DOC	Department of Commerce
DOD	Department of Defense
DOI	Department of Interior
DOL	Department of Labor
DOT	Department of Transportation
DPD	Data Procurement Document
DPI	Data Processing Information
DR	Data Requirements
DRD	Data Requirement Document
DRL	Data Requirements List
DTF	Diagnostic Testbed Facility
DW&VR	Deviation, Waiver, and Variance Request
ECR	Engineering Change Request
EEO	Equal Employment Opportunity
EMA	Electro Mechanical Actuators
EMI	Engineering Modification Instruction
EO	Executive Order
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
EPSCOR	Experimental Program for Stimulating Competitive Research
ERD	Environmental Resources Document
EVS	Enumeration Verification System
FAC	Federal Acquisition Circular
FAMR	Facility Assignment and Maintenance Responsibility
FAP	Facility Activation Procedure
FAR	Federal Acquisition Regulation
FAS	Funds Availability System
FDO	Fee Determination Official
FMO	Financial Management Officer
FOB	Free on Board
FOD	Foreign Object Damage/Foreign Object & Debris
FOP	Facility Operation Procedure
FOS	Facility Operating Services
FOSC	Facility Operating Services Contract
FR	Federal Regulation
FRDD	Federal Resource Decision Document
FRS	Financial Reporting System
FRT	Firing Readiness Test
FSR	Facility Service Request
FY	Fiscal Year
G&A	General and Administrative
GAO	General Accounting Office
GBL	Government Bill of Lading
GFP	Government-Furnished Property
GH2	Gaseous Hydrogen
GHe	Gaseous Helium
GN2	Gaseous Nitrogen
GO2	Gaseous Oxygen
GPM	Gallons per Minute

GPO	Government Printing Office
GSA	General Service Administration
GSE	Ground Support Equipment
HAZMAT	Hazardous Materials
He	Helium
HHFF	High Heat Flux Facility
HPA	High Pressure Air
HPG	High Pressure Gas
HPIW	High Pressure Industrial Water
HS	High Speed
HTPB	Hydroxyl Terminated Polybutadine
HUBZone	Historically Underutilized Business Zone
H2O2	Hydrogen Peroxide
IAGP	Installation Accountable Government Property
IFMP	Integrated Financial Management Program
IR	Infrared
ISO	International Organization for Standardization
IT	Information Technology
JPx	Jet Propellant
kV	Thousand Volt
kVA	Thousand Volt Amperes
LAN	Local Area Network
LOE	Level-of-Effort
LH2	Liquid Hydrogen
LI	Line Item
LN2	Liquid Nitrogen
LO2	Liquid Oxygen
LOX/GOX	Liquid Oxygen/Gaseous Oxygen
LS	Low Speed
MAS	Management Accounting System
MASS	Management Accounting and Statusing System
MAXIMO	Computerized Maintenance Management System Software (COTS)
MDEQ	Mississippi Department of Environmental Quality
MI	Management Instruction
MIC	Management Information Center
MIP	Mandatory Inspection Point
MM	Management Manual
MOV	Manually Operated Valve
MPD	Marshall Program Directive
MPG	Marshall Program Guide
MR	Material Request
MSDS	Material Safety Data Sheets
MSFC	Marshall Space Flight Center
MTTC	Mississippi Technology Transfer Center
MV	Millivolts
MWI	Marshall Work Instruction
NAFIS	NASA Accounting and Financial Information System
NAICS	North American Industry Classification System
NASA	National Aeronautics and Space Administration

NDE	Non-Destructive Examination
NDR	NASA Discrepancy Report
NDT/E	Non-Destructive Test/Evaluation
NEMS	NASA Equipment Management System
NFS	NASA FAR Supplement
NHB	NASA Handbook
NIEMS	NASA Institutional Environmental Management System
NIPS	NASA Interactive Planning System
NISPOM	National Industrial Security Program Operating Manual
NIST	National Institute of Standards and Technology
NLRA	National Labor Relations Agency
NMI	NASA Management Instruction
NPD	NASA Policy Directive
NPDES	National Pollutant Discharge Elimination System
NPDMS	NASA Property Disposal Management System
NPG	NASA Procedures and Guidelines
NPPS	NASA Personnel and Payroll System
NRP	National Resource Protection
NRPTA	National Rocket Propulsion Test Alliance
NRRS	NASA Records Retention Schedule
NSMS	NASA Supply Management System
OACT	Office of Advanced Concepts and Technology
OBS	Organizational Breakdown Structure
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
OI	Operating Instructions
O&M	Operation & Maintenance
OMB	Office of Management & Budget
OSF	Office of Space Flight
OPR	Office of Primary Responsibility
OSHA	Occupational Safety and Health Administration
PA	Public Affairs
PC	Personal Computer
PDF	Portable Document Format
PEB	Performance Evaluation Board
PEP	Preliminary Evaluation Program
PI	Planned Inspections
PL	Public Law
PLC	Programmable Logic controllers
PMS	Performance Measurement System
PMTP	Procurement Management Technology Program
POP	Program Operating Plan
PPA	Pollution Prevention Act
PR	Procurement Regulation
PRD	Project Requirements Document
PSCS	Program Support Computer System
Psi	Pounds per Square Inch
PSIG	Pounds per Square Inch Gauge
PSM	Process Safety Management

PTA	Propulsion Test Article
PTO	Propulsion Test Office
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QFD	Quality Function Deployment
QMS	Quality Management System
QTPS	Quality Test Preparation Sheet
R&D	Research & Development
RAM	Random Access Memory
RFP	Request for Proposal
ROM	Rough Order of Magnitude
RPTMB	Rocket Propulsion Test Management Board
RPx	Rocket Propellant
RR	Record Review
RTD	Resistance Temperature Device
S&MA	Safety and Mission Assurance
SB	Small Business
SBA	Small Business Administration
SBIR	Small Business Innovative Research
SCA	Service Contract Act
SCWI	Stennis Common Work Instruction
SDB	Small Disadvantaged Business
SDNS	Stennis Document Numbering System
SE	Support Equipment
SEB	Source Evaluation Board
SEMO	Supply and Equipment Management Officer
SF	Standard Form
SGR	Statement of General Requirements
SIC	Standard Industrial Classification
SMI	Stennis Management Instruction
SNA	Systems Network Architecture
SNI	Systems Network Integration
SOI	Stennis Operating Instruction
SOMRD	Systems Operations Maintenance Responsibilities Database
SOP	Standard Operating Procedures
SORD	Site-wide Operational & Repair Documentation
SOV	Solenoid Operated Valve
SOW	Statement of Work
SPD	Stennis Policy Directives
SPG	Stennis Procedures and Guidelines
SR&QA	Safety, Reliability & Quality Assurance
SSA	Source Selection Authority
SSC	Stennis Space Center
SSC HB	Stennis Space Center Handbook
SSLP	Stennis System Level Procedure
SSME	Space Shuttle Main Engine
STCS	Science and Technology Computer System
STL	Science and Technology Laboratory
STE	Special Test Equipment

STME	Space Transportation Main Engine
STOP	Safety Training Observation Program
SWI	Stennis Work Instruction
SWR	Stennis Work Request
TAIR	Test and Inspection Records
TALC/LD	Time Attendance Labor Collection/Labor Distribution
TBD	To Be Determined
TBDC	To Be Determined Contractor
TBDG	To Be Determined Government
TBN	To Be Negotiated
TCC	Test Control Center
TCRS	Training and Certification Records System
TCP	Test and Checkout Procedure
TCP	Total Compensation Plan
TD	Technical Document
TD/COD	Transportation Directorate/Center Operations Directorate (MSFC)
TEA/TEB	Triethylaluminum-triethylborane
TechDoc	Technical Documentation System
TFCS	Treasury Financial Communications System
TIMS	Telecommunications Information Management System
TIN	Taxpayer Identification Number
TMR	Technical Management Representative
TOC	Test Operations Contract
TOMS	Telecommunications Operation and Management
TPS	Test Preparation Sheet
TQM	Total Quality Management
TRL	Technical Reference Library
TRR	Test Readiness Review
TSC	Technical Services Contractor
TSP	Total Suspended Particulate
TTSC	Test and Technical Services Contract
TVC	Thrust Vector Control
UHP	Ultra High Pressure
USC	United States Code
USGS	United States Geological Survey
UPI	Unplanned Inspections
UPS	Uninterruptible Power Source
VBA	Visual Basic for Applications
VCC	Validated Customer Complaints
Vdc	Volts dc
ViTS	Video Teleconference System
VMS	Virtual Memory System
VPP	Voluntary Protection Program
WATS	Work Authorization Tracking System
WBS	Work Breakdown Structure
WO	Work Order
WOSB	Women Owned Small Business

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- (a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to provide Test Operations Services at the John C. Stennis Space Center (SSC) and the George C. Marshall Space Flight Center (MSFC) in support of the National Aeronautics and Space Administration (NASA) in accordance with the provisions of the Schedule Article C.1, Scope of Work and Attachment J-1, Performance Work Statement.
- (b) General Information: This is a performance based Cost-Plus-Award-Fee contract.
- (c) Separately Priced Options: Pursuant to Clause 52.217-9, Option to Extend the Term of the Contract, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services described under Option 1 and Option 2, in accordance with Section F, Article F.2.

(End of Clause)

B.2 COST-PLUS PERFORMANCE/AWARD FEE

- (a) The Contractor shall provide Test Operations Support Services in accordance with Schedule Article C.1, Scope of Work and Attachment J-1, Performance Work Statement, under a cost-plus/award fee type arrangement. The estimated cost and fee is set forth in Table B-2A and B-2B below:

Table B-2A SSC Estimated Cost and Fee				
Contract Line Item No. (CLIN)	Description	Cost	Fee	Total
001A	SSC Test Operation Support Services, IAW Attachment J-1, for the base period of 08/01/03 through 07/31/05			
001B	Option Period 1, Continuation of 001A For the period of 08/01/05 through 07/31/07			
001C	Option Period 2, Continuation of 001A For the period of 08/01/07 through 07/31/09			

Table B-2B MSFC Estimated Cost and Fee				
Contract Line Item No. (CLIN)	Description	Cost	Fee	Total
002A	MSFC Test Operation Support Services, IAW Attachment J-1, for the period of 08/01/03 through 07/31/05			
002B	Option Period 1, Continuation of 002A For the period of 08/01/05 through 07/31/07			
002C	Option Period 2, Continuation of 001A For the period of 08/01/07 through 07/31/09			

- (b) The amount of fee earned by the Contractor under CLINS 001A through 001C and 002A through 002C above shall be determined in accordance with Attachment J-3, TOC Award Fee Evaluation Plan. The amount of available and earned fee, by evaluation period, is recorded in Attachment IV to subject plan.
- (c) The government may exercise the priced option periods, CLINS 001B through 001C and 002B through 002C above, in accordance with Article F-2, Period of Performance, and FAR 52.217-9.

- (d) A Government fiscal year breakout of the cost and fee is summarized in Table B-2C through B-2E below:

Table B-2C	Basic Total Estimated Cost and Fee			
Contract Line Item No. (CLIN)	Description	Cost	Fee	Total
001A & 002A	Test Operation Support Services, IAW Attachment J-1, for the period of 08/01/03 through 07/31/05			

Table B-2D	Option Period 1 Total Estimated Cost and Fee			
Contract Line Item No. (CLIN)	Description	Cost	Fee	Total
001B & 002B	Test Operation Support Services, IAW Attachment J-1, for the period of 08/01/05 through 07/31/07			

Table B-2E	Option Period 2 Total Estimated Cost and Fee			
Contract Line Item No. (CLIN)	Description	Cost	Fee	Total
001C & 002C	Test Operation Support Services, IAW Attachment J-1, for the period of 08/01/07 through 07/31/09			

B.3 PHASE IN PERIOD

The Contractor shall provide Test Operations Phase In Services in accordance with Attachment J-1, Performance Work Statement, under a cost-plus/award fee type arrangement. The estimated cost and fee is set forth in Tables B-3A and B-3B below:

Table B-3A	Contract Phase In Period Estimated Cost and Fee			
Contract Line Item No. (CLIN)	Description	Cost	Fee	Total
001A	Phase In Period for Test Operation Support Services, IAW Attachment J-1, for the period of 06/16/03 through 07/31/03			

B.6 SPECIAL COST PROVISIONS

Without otherwise affecting the applicability of the cost principles set forth in FAR Part 31 and pursuant to the terms of the contract clause entitled "FAR 52.216-7, Allowable Cost and Payment," the Contractor shall be reimbursed for such actual and allowable expenditures incurred in the performance of work required by this contract as may be approved by the Contracting Officer subject to the following limitations and provisions:

(a) Exempt Labor Rates

The Contractor shall inform the Contracting Officer of all proposed changes in Labor rates for Exempt Personnel which may result in an increased cost to the contract as soon as practicable but, in any event, prior to such changes being implemented. Failure to comply with the terms of this clause may result in the disallowance of costs.

(b) Fringe Benefits

The Contractor shall inform the Contracting Officer of all proposed changes in fringe benefits which may result in an increased cost to the contract as soon as practicable but, in any event, prior to such changes being implemented. Fringe benefits include, but are not limited to, such items as health insurance, life insurance, pension plans, retiree health care, savings plans, bonus plans, education assistance, and leave policies. Failure to comply with the terms of this clause may result in the disallowance of costs.

(c) Bonuses to Hourly Employees

As a result of paying "bonuses" to hourly employees, the Contractor is required under 29 CFR Section 778.208 of the Fair Labor Standards Act to recalculate base rates for purposes of determining overtime pay for the period covered by the bonus payment. This will result in an additional one time, retroactive payment for overtime worked during the period.

(d) Transfer of Accrued Benefits

1. The successful Offeror shall accept transfer of accrued sick leave hours of personnel hired from the incumbent Contractor at both SSC and MSFC without a break in service in excess of 60 days from the predecessor contract. Additionally, the successor offeror shall recognize the accrued vacation hours, earned through seniority, of personnel hired from the incumbent contractor without a break in service in excess of 60 days from the predecessor contract.
2. Upon conclusion of this contract the successful offeror shall transfer accrued vacation and sick leave hours of personnel hired by successor contractor.

(e) Premiums for Scheduled Overtime

Pursuant to the contract clause entitled FAR 52.222-2, "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Amount</u>	<u>Period</u>
\$ <u>TBDG</u>	08/01/03 – 07/31/04
\$ <u>TBDG</u>	08/01/04 – 07/31/05
\$ <u>TBDG</u>	08/01/05 – 07/31/06
\$ <u>TBDG</u>	08/01/06 – 07/31/07
\$ <u>TBDG</u>	08/01/07 – 07/31/08
\$ <u>TBDG</u>	08/01/08 – 07/31/09

(f) Severance Pay

Severance pay reimbursement shall be in accordance with the provisions of FAR Part 31.205-6(g). However, in no event shall the Government reimburse the Contractor for the cost of severance pay for any individual Contractor employee who voluntarily elects to stay in place and work for a succeeding Contractor. This provision shall apply to any extension of this contract.

(g) Relocation Costs

Reimbursement for relocation costs shall be in accordance with the provisions of FAR Part 31.205-35. It is mutually agreed that upon expiration or termination of this contract, the Contractor shall not be entitled to reimbursement under this contract for cost of relocating employees to their "home" site or any other gaining contracting activity. No relocation costs will be reimbursable under this contract for employees whose residence at time of hiring was within a sixty-(60) mile radius of the John C. Stennis Space Center or the George C. Marshall Space Flight Center.

(h) Travel Costs

The Contractor shall be reimbursed for reasonable and allowable lodging and subsistence costs incurred for official travel only to the extent that they do not exceed the maximum rates authorized by the Federal Travel Regulations (FTR). Travel shall be by direct air tourist/economy class or private vehicle. Reimbursement for travel costs shall be in accordance with the provisions of FAR 31.205-46 and the Contractor's travel policies and procedures.

(i) Vehicle Costs

General-purpose vehicle cost shall not exceed GSA lease amounts.

(j) Government Property(1) Installation Accountable Government Property (IAGP)

The Government will make available IAGP identified in Attachment J-10, List of Government Furnished Property, with class exceptions as identified in Section G, Article G-6.

(2) The estimated dollar value of IAGP Attachment J-10, List 2 – IAGP (Class Exceptions)

	<u>Value of Equipment</u>	<u>Repair Value</u>	<u>Replacement Value</u>
Contract Year 1	\$ <u>TBDC</u>	\$ <u>TBDC</u>	\$ <u>TBDC</u>
Contract Year 2	\$ <u>TBDC</u>	\$ <u>TBDC</u>	\$ <u>TBDC</u>
Contract Year 3	\$ <u>TBDC</u>	\$ <u>TBDC</u>	\$ <u>TBDC</u>
Contract Year 4	\$ <u>TBDC</u>	\$ <u>TBDC</u>	\$ <u>TBDC</u>
Contract Year 5	\$ <u>TBDC</u>	\$ <u>TBDC</u>	\$ <u>TBDC</u>
Contract Year 6	\$ <u>TBDC</u>	\$ <u>TBDC</u>	\$ <u>TBDC</u>
Total	\$ <u>TBDC</u>	\$ <u>TBDC</u>	\$ <u>TBDC</u>

(k) Provisional Billing Rates

- (1) Provisional billing rates for indirect cost pools shall be set at the discretion of the Contracting Officer based upon proposals from the Contractor and following review by Government auditors. The provisional billing rates for G&A, Overhead, and Other Indirect Rates (by Contractor calendar year) are:

Year	G&A	Other Indirect	Overhead
2003			
2004			
2005			
2006			
2007			
2008			
2009			

- (2) To prevent substantial over or under payment, the provisional billing rates may, at the discretion of the Contracting Officer, be revised, either retroactively or prospectively, and such revision shall be set forth in a modification to this contract.

B.7 LIMITATION OF CONTRACTOR COMMITMENT - GOVERNMENT-DIRECTED COST (MSFC ONLY)

(a) In performing the services set forth in Attachment J-1 Performance Work Statement, the Contractor may be required to provide materials/vendor services.

(1) Materials/vendor services are identified in and required by individual TPS's. The estimated costs for materials/vendor services for each contract period are:

Period of Performance

Base Period	\$200,000
Option I	\$200,000
Option II	\$200,000

(2) If at any time during the performance of the contract the amounts necessary to perform the work would increase the estimates set forth above, the Contractor shall notify the Contracting Officer and furnish estimates of the amounts required. The Government may, at its option, change the dollar limitations. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "*Disputes*."

[END OF SECTION]

PART I – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 Scope Of Work**

- (a) The Contractor shall furnish the necessary management, labor, facilities, materials, and equipment (except as specified to be furnished by the Government) and do all things required to provide Test Operations Services for the George C. Marshall Space Flight Center, AL. and the John C. Stennis Space Center, MS as expressly provided in Sections A through J, inclusive, and in the Performance Work Statements (Attachment J-1), attached hereto and hereby made a part of this contract.
- (b) The Work Statement is performance-based; however, the Contractor's obligations may include resolution of unusual or emergency situations that may occur from time to time throughout the period of performance.
- (c) The Government will authorize work by using work requests in accordance with NASA/SSC Common Work Instruction SCWI -5100-0001, or through the MSFC Work Authorization Tracking System (WATS) in accordance with NASA/MSFC Test Preparation Sheet Instructions, TD70-003, and Test Procedures TD70 and TD70-004. These services will be considered within the general scope of the contract, and will not constitute nor be construed as a change within the meaning of the clause of this contract entitled "Changes—Cost Reimbursement—Alternate II". However, if the Contractor considers any written direction by the Government through work requests to be outside the scope of contractual obligation, the Contractor, before performing any effort pursuant to such Government direction, shall refer such questions to the Contracting Officer for resolution.
- (d) Support Services at SSC are provided by the government through the Facility Operating Services Contract (FOSC), the Technical Service Contract (TSC), and ODIN Contract.
 - 1. FOSC provides plant engineering and construction services, engineering documentation and archival services, pressure system management, utility control systems, fuel supply systems, fluid component refurbishment, non-destructive engineering/inspection and test, machining services, OSHA training, roads and grounds, food services, fire and medical services, procurement services, shipping, receiving and warehousing.
 - 2. TSC provides measurement standards and calibration services, gas and material analysis, environment lab services and information technology support.
 - 3. ODIN provides computer desktop services.

(End of Clause)

C.2 Work Authorization

- (a) For Stennis Space Center, a Work Order, hereafter called a Stennis Work Request (SWR), is an order to the Contractor within the scope of functions described in the Performance Work Statement and as described in the SWR defining a specific job or task to be performed by the Contractor. It will convey information necessary to describe the activity with regard to technical contents, milestone schedule requirements, and available funding. The SWR will be issued in accordance with SSC Work Ordering System (Reference SCWI -5100-0001). In no event shall the work required hereunder exceed the estimated cost of this contract established by Section B-2.
- (b) For Marshall Space Flight Center, a Work Order, hereafter called a Test Preparation Sheet (TPS), is an order to the Contractor within the scope of functions described in the Performance Work Statement and as described in the TPS defining a specific job or task to be performed by the Contractor. It will convey specific technical information necessary to complete the activity. The TPS contains individual work instructions to be completed for each project or a task. All work is governed by a TPS/QTPS or test procedure. The TPS/QTPS and test procedure are issued in accordance with MSFC Test Preparation Sheet Instruction, TD70-003, and Test Procedure Instruction TD70-004. In no event shall the work required hereunder exceed the estimated cost of this contract established by Section B-2.

[END OF SECTION]

PART I – THE SCHEDULE
SECTION D
PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 LISTING OF SECTION D CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(1852.211-70) PACKAGING, HANDLING, AND TRANSPORTATION (JUNE 2000)

(End of Clause)

D.2 PACKAGING AND MARKING

- (a) The Contractor shall pack and mark all hardware deliverables under this contract in accordance with the provisions of NASA Procedures and Guidelines (NPG) 6000.1, Requirements for Packaging, Handling, and Transportation...Equipment and Associated Components.
- (b) Inbound shipments to the Contractor of contractor-acquired equipment and parts from all sources for the account of the Government shall be consigned to and marked as follows:

Transportation Officer, NASA
 TOC Contractor NAS13 _____
 John C. Stennis Space Center
 Stennis Space Center, MS 39529-6000
 Mark for: * _____

Transportation Officer, NASA
 TOC Contractor NAS13 _____
 George C. Marshall Space Flight Center
 Marshall Space Flight Center, AL 35812
 Mark for: * _____

- (c) The Contractor shall pack potentially hazardous items in accordance with paragraph 2.5 of NPG 6000.1.
- (d) The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer Technical Representative (COTR) or the alternate COTR is the approving official of the records and special packaging data under paragraphs 2.2 and 2.3 of NPG 6000.1.
- (e) The Contractor's packaging specifications or procedures may be utilized if they are:
 - (i) not in conflict with NPG 6000.1 and (ii) approved in writing by the Contracting Officer. In any conflict between NASA and the Contractor specifications or procedures, NPG 6000.1 shall take precedence.
- (f) The Contractor shall place identical requirements on all subcontracts.

*Contractor to insert the name, code and address of the consignee and, if appropriate, identifying contract or ordering number.

(End of Clause)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE

E.1 LISTING OF SECTION E CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

- (52.246-3) INSPECTION OF SUPPLIES – COST REIMBURSEMENT (MAY 2001)
- (52.246-5) INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)
- (52.246-16) RESPONSIBILITY FOR SUPPLIES (APR 1984)
- (1852.246-72) MATERIAL INSPECTION AND RECEIVING REPORT (JUNE 1995)
(Fill-in 3 copies and 2 copies)

(End of Clause)

E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (NASA FAR SUPPLEMENT 1852.246-71) (OCT 1988)

In accordance with the Inspection clause of this contract, the Government intends to perform the following functions at the locations indicated.

Item	Quality Assurance Function	Location
All Services	Final Inspection	SSC/MSFC
All Services	Acceptance	SSC/MSFC

(End of Clause)

E.3 SURVEILLANCE METHODS

The Government may use a wide variety of surveillance methods to evaluate the Contractor's performance. The methods of surveillance that may be used, including but not limited to, are:

1. Record Review (RR). Plans, Reports and Schedules submitted by the Contractor will be reviewed for content to confirm that contractual requirements are planned,

scheduled and reported as properly completed. The Contractor is also responsible for accurately reporting work that was either rescheduled or not completed.

2. Planned Inspections (PI). The Performance Monitors (PM) shall establish a predetermined plan for inspecting all or part of the work. Determination of a sample size is at the discretion of the Government. The planned approach of inspecting for performance may or may not be shared with the Contractor.
3. Unplanned Inspection (UPI). This method is an unplanned inspection, usually carried out in conjunction with inspections of other Contract Requirements or in an impromptu fashion. Unscheduled inspections may be a supplement to other methods of surveillance or could cover a Contract Requirement if it is a relatively non-critical requirement and does not require inspection immediately upon completion.
4. Validated Customer Complaints (VCC). This method consists of customers observing deficiencies in the services they expect to receive and reporting these deficiencies to the PM using a predetermined procedure. All reported potential deficiencies will be examined at the site by the PM within a reasonable time.

(End of Clause)

E.4 QUALITY MANAGEMENT SYSTEM/ANSI/ISO/ASQC Q9001-2000

The Contractor shall maintain compliance to the NASA Quality Management System (ISO Standard 9001:2000) and SSC Environmental Management System (ISO Standard 14001). The SSC & MSFC ISO Registration scope, propulsion test services and commercial remote sensing, includes the Contractor. The Contractor shall develop and maintain appropriate work instructions necessary to implement the SSC & MSFC Level I and Level II ISO documents. Processes requiring work instructions include: engineering, purchasing, calibration, environmental laboratory, software development, computer operations, training, and propulsion test operations such as the high pressure industrial water facility, gas generation facility, and cryogenics. The Contractor shall also provide personnel to support the internal audit processes.

(End of Clause)

E.5 QUALITY ASSURANCE SURVEILLANCE PLAN

A Quality Assurance Surveillance Plan (QASP) will be developed and implemented by the Contracting Officer Technical Representative (COTR) as a part of the contract administration and monitoring activities conducted to assure that the Government receives products and services that conform to contract requirements.

(End of Clause)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

DELIVERIES OR PERFORMANCE

F.1 LISTING OF SECTION F CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) –

52.242-15 STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV. 1991)

(End of Clause)

F.2 PERIOD OF PERFORMANCE

- A. The initial period of performance of this contract shall be 2 years from August 01, 2003 through July 31, 2005.
- B. The Contractor is incentivized to provide excellent technical operations support services, to include cost control, for SSC and MSFC through the combination of the potential for award fee and the potential of additional option periods. A form similar to the options worksheet located in J-13 may be used prior to exercising any option periods.
- C. If the government elects to exercise its option(s), pursuant to the option provisions of this contract, the period of performance for each option will be as follows:

OPTION	PERIOD OF PERFORMANCE
Option 1	08/01/05 – 07/31/07
Option 2	08/01/07 – 07/31/09

- D. A basic period of performance of two (2) years, and two (2), two (2) year option periods is in the government's best interest.

F.3 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at the John C. Stennis Space Center, Mississippi, and the George C. Marshall Space Flight Center, Huntsville, Alabama, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)
[END OF SECTION]

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF SECTION G CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

NASA FAR SUPPLEMENT (NFS 48 CFR CHAPTER 18)

1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT
REPORTING (JUL 2000)

1852.227-70 NEW TECHNOLOGY (May 2002)

1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT OWNED
EQUIPMENT (JUL 1997)

1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE
CUSTODY OF CONTRACTORS (AUG 2001)

(End of Clause)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher shall be submitted to:

John C. Stennis Space Center, NASA
Financial Management Division
Mail Code BA22
Stennis Space Center, MS 39529-6000

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) The Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.

DCAA mailing office (for submission of cost vouchers) address (TBD)

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer;
- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contractor;
- (iv) Copy 4 Contract Administration Office;
- (v) Copy 5 Project Management Office

(3) Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

John C. Stennis Space Center, NASA
Acquisition Management Office
Mail Code BA30
Stennis Space Center, MS 39529-6000

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

- (a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights—Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office/Address (including zip code)
New Technology Representative	Technology Utilization Officer NASA/John C. Stennis Space Center Mail Code: HA30 Stennis Space Center, MS 39529-6000
Patent Representative	Chief Counsel NASA/John C. Stennis Space Center Mail Code: CA00 Stennis Space Center, MS 39529-6000

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights—Retention by the Contract (Short Form)", unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1852.305-370 of the NASA FAR Supplement.

(End of Clause)

G.4 RESERVED

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JUN 1998) (ALTERNATE I – MAR 1989)

- (a) The Government property described in the clause at NFS 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only in support of the TOC contract requirements. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

- (1) Reporting any missing or untagged (meeting the criteria for NEMS control as defined in the series 4000, User's Guide for Property Custodians) equipment,

transfer, location change, or user change of equipment to the cognizant property custodian.

- (2) Notifying the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft of Government property is suspected.
 - (3) Ensuring that such equipment and materials are used only in pursuit of this contract. Other uses shall require approval of the Contracting Officer.
 - (4) In a timely manner, identify idle equipment not being actively used in pursuit of approved NASA programs and projects. Ensuring that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.
 - (5) At installations with full-time property custodians, assigned users retain all responsibilities including notifying cognizant property custodian of all activity associated with the user's assigned equipment. The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.
 - (6) Store stock materials may only be drawn for use in support of the TOC contract requirements. The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.
- (b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer (FMO). If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
- (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
 - (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
 - (iii) The Contractor shall establish a record of the property as required by FAR 45.5 and NFS 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability;

- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.
- (3) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(End of Clause)

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(NFS 1852.245-77) (JULY 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only.
- (b) General and special purpose equipment, including office furniture. (Refer to Article G.7). The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(1) Property to be provided is listed in Attachment J-10.

- (i) List 1 – IAGP (No Class Exceptions)
- (ii) List 2 – IAGP (Class Exceptions)
- (iii) List 3 – IAGP Facilities

- (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer or duly authorized representative's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation Accountable Government Property (IAGP): [Attachment J-10].
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property. They are further defined in the following property management directives and installation supplements to these directives.
 - (1) Series 4200.1, NASA Equipment Management Manual.
 - (2) Series 4200.2, NASA Equipment Management System (NEMS) User's Guide for Property Custodians.
 - (3) Series 4300.1, NASA Personal Property Disposal Manual.
 - (4) Series 4100.1, NASA Materials Inventory Management Manual. SSC will provide the Contractor with all applicable regulations, handbooks, and other materials that may be required.
- (l) Equipment and class of equipment identified in Attachment J-10, List 2 (Class Exceptions) is subject to Section G, Article G.7 and is provided only to the extent as originally provided to the Contractor for use in performance of this contract.

Additional equipment or replacement of such equipment or class of equipment shall be Contractor furnished.

- (m) Installation services facilities: duplicating and copying, library, official mail services, general use printers.
- (n) Government Bills of Lading (GBL)'s for shipment of Government property located onsite and offsite.
- (o) Disposal Services for excess on-site and off-site Contractor-held/Government-owned property.
- (p) Fuels, oils, lubricants for Government vehicle and equipment operation.

(End of Clause)

G.7 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL CONDITIONS

- (a) Notwithstanding any other provisions of the contract to the contrary, the Contractor agrees that the Government will not authorize the replacement of any Government property subject to paragraph (e) below or repair costs of any Government property item valued less than \$5,000 subject to paragraph (e) below as a direct reimbursable cost under this contract. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (b) below. If the Contracting Officer does not approve the repair, the Contractor agrees to replace any defective Government property with same or similar Contractor owned/leased property. Such property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the contract in an acceptable and efficient manner is not degraded.
- (b) In accordance with FAR clause 52.245-5, the Contractor is required to have an approved maintenance/repair program for all Government property. The criteria in this program shall be used to determine when the Contractor is required to request approval from the Contracting Officer for repair or replacement of Government property. The Government may reimburse the reasonable direct cost for the repair of Government property identified in paragraph (e) with a per item value greater than \$5,000.

To establish the end of economical life for items in paragraph (e) valued greater than \$5,000, the Contractor shall include in the maintenance/repair program a not-to-exceed dollar percentage number based on the original unit cost. As a standard, based on cumulative repair costs, upon reaching the "not-to-exceed" percentage number, the Contractor will process the defective Government property for disposal and replace it with Contractor owned/leased property.

The Contractor must submit each repair request to the Contracting Officer until such time as the Contractor's repair/maintenance program has been approved by the Government. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor shall notify the Contracting Officer, in writing, and provide a "not-to-exceed" dollar amount for the repair of the property and a rationale as to why repair is in the best interest of the Government, considering age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the contract requirements. If the Contracting Officer agrees that the property is required for contract performance and that repair is in the best interest of the Government, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not in the best interests of the Government, the Contracting Officer shall notify the Contractor. The replacement item shall be provided by the Contractor in accordance with paragraph (a) above. The availability or serviceability of Government property identified in paragraph (e) below shall not be a basis for non-performance of contract requirements. This decision by the Contracting Officer shall not be subject to the Disputes clause of this contract.

- (c) The Contractor shall maintain complete records of Contractor-owned or leased equipment, which is subject to this clause. Such records shall include item or model number, date of purchase, purchase price, depreciation schedule, and amount of depreciation recorded from time to time. The Contractor shall provide these records to the Contracting Officer promptly upon the latter's request, along with the Contractor's best estimate of the undepreciated balance of each item of equipment.
- (d) The Contractor agrees that at the end of the contract performance period, and the Government does not thereafter contract with the same Contractor as the successor Contractor for the same or similar services contemplated by this contract, the Contractor may, upon request by the Contracting Officer, transfer title of any Contractor owned or leased equipment identified in paragraph (c) above as identified by the Contracting Officer to either (1) the Government or (2) a successor Contractor. If a request for transfer of title to the Government is made, the Government agrees to recognize as allowable costs under the Contract, for identified equipment, the undepreciated cost of the equipment as of the end of the Contract performance period. If a request for transfer of title to a successor Contractor is made, the Contractor agrees to transfer title to identified equipment to the successor Contractor for an amount not to exceed the applicable residual balances, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the parties.
- (e) This clause (G.7) shall apply to the Installation Accountable Government Property as identified in the Department of the Army Supply Bulletin SB 708-21 "Federal Supply Classification" Part 1, Groups and Classes (January 1998)

Group 23: Class 2330 - Trailers

 Class 2340 - Motorcycles, Motor Scooters and Bicycles

- Group 24 Class 2420 - Trucks and Truck Tractors, Wheeled
 Class 2440 - Tractors, Wheeled
- Group 36: Class 3695 – Miscellaneous Special Industry Machinery
- Group 37: Class 3710 - Soil Preparation Equipment
 Class 3740 - Pest, Disease, and Frost Control Equipment
 Class 3750 - Gardening Implements and Tools
- Group 51: Class 5110 - Hand Tools, Edged, Nonpowered
 Class 5120 - Hand Tools, Nonedged, Nonpowered
 Class 5130 - Hand Tools, Power Driven
 Class 5180 - Hand Tools, Sets, Kits, and Outfits
- Group 74: Class 7420 - Accounting and Calculating Machines
 Class 7430 - Typewriters and Office Type Composing Machines
 Class 7450 - Office Type Sound Recording and Reproducing
 Machines
 Class 7490 - Miscellaneous Office Machines
- Group 79: Class 7910 – Floor Polisher and Vacuum Cleaning Equipment

(End of Clause)

G.8 POLICY DIRECTIVES, PROCEDURES, AND GUIDELINES

NASA/SSC maintains a set of SSC Policy Directives (SPD) and SSC Procedures and Guidelines (SPG) and SSC Standards that govern many aspects of activity at SSC. The Contractor shall incorporate the provisions of applicable SPD's, SPG's, SSC Standards into all organizations in planning for the performance of this contract, and shall comply with the most current provisions during the term of the contract.

NASA/MSFC maintains a set of MSFC Policy Directives (MPD) and MSFC Procedures and Guidelines (MPG) and MSFC Standards that govern many aspects of activity at MSFC. The Contractor shall incorporate the provisions of applicable MPD's, MPG's, MSFC Standards into all organizations in planning for the performance of this contract and shall comply with the most current provisions during the term of the contract.

(End of Clause)

G.9 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76) (JUNE 2000)

- (a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.
- (b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Section J, Attachment J-3, titled Award Fee Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
- (c) The Government will advise the Contractor in writing of the evaluation results. The Financial Management Division, code BA22C will make payment based on issuance of unilateral modification by Contracting Officer.
- (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.
- (e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Section J, Attachment J-3. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.
- (f)
 - (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.
 - (2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
 - (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

- (4) Provisional award fee payments will be made prior to the first award fee determination by the Government.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF SECTION H CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

<u>Clause Number</u>	<u>Title</u>
1852.204-74	CENTRAL CONTRACTOR REGISTRATION (MAY 2002)
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (OCT 2001)
1852.223-70	SAFETY AND HEALTH (APR 2002)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000)
1852.242-72	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) ALTERNATE I (SEPT 1989) ALTERNATE II (OCT 2000)

(End of Clause)

H.2 SECURITY CLASSIFICATION REQUIREMENTS (NASA 1852.204-75) (SEP 1989)

Performance under this contract may involve access to and /or generation of classified information, work in a security area, or both, up to the level of Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract, Department of Defense (DD) Form 254, Contract Security Classification Specification, Attachment J-9, and Contract Clause H.14 for further information.

(End of Clause)

H.3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated TBDC, by reference, with the same force and effect as if it were given in full text.

(End of Clause)

H.4 SMALL BUSINESS SUBCONTRACTING PLAN

- (a) NASA's objective is to ensure the execution of a vigorous program at the prime contract and subcontract levels which will optimize the opportunity for subcontract participation of small business, HUBZone small business, small disadvantaged business, women-owned, and veteran owned, small business concerns as defined in FAR 52.219-8.
- (b) Pursuant to FAR clause 52.219-9 entitled "Small Business Subcontracting Plan," an approved subcontracting plan will be incorporated in Attachment J-7. Changes to the plan will be authorized only by contract modification. The Contractor shall exert its best effort to operate in accordance with this plan, and this shall be a subfactor in determining award fee under this contract in accordance with Attachment J-3. A subcontracting plan shall be submitted for the base period and all option periods.
- (c) Each subcontracting goal shall equal or exceed the following percentage of total contract value for each contract year:

Small Business	33%
1. Small Disadvantaged Business (SDB)	29%
2. Women-Owned	2%
3. Veteran-Owned	1%
4. Hubzone	1%

The 33% goal is small business, which includes the small disadvantaged business goal, the women-owned small business goal, the veteran owned small business goal, and the HUBZone small business goal. However, each of these four (4) goals are separate goals that are individually calculated against total contract value.

(End of Clause)

H.5 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co-mingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in states with exclusion or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(End of Clause)

H.6 DOCUMENTATION REQUIREMENTS

- (a) Data Requirements: Requirements for technical or management information are imposed on the Contractor through the use of the Data Procurement Document (DPD), included as Attachment J-2 in Section J. The DPD describes, defines and specifies the information required and lists the technical or management information to be produced and/or delivered as required by NASA/SSC to administer the contract.
- (b) Contractor Data Management: The Contractor shall establish a data management system or utilize the Contractor's existing data management system for the data called for in the Performance Work Statement. The data management system shall be capable of providing appropriate internal procedures for the control of collection, preparation, publication, quality, assessment, distribution, and maintenance of

authorized data. Such control shall apply to data acquired from subcontractors by the Contractor.

- (c) Data Reviews: The Contractor, upon request, shall participate in periodic reviews of contract data requirements for maintaining current Contract DPD's. This assistance shall include identification of additional data items and recommendations for deletions considered appropriate in consonance with test operation services required at SSC and MSFC.
- (d) Changes in Distribution: When changes to the original distribution requirements are required by the Contracting Officer, the Contractor shall act upon such changes upon receipt of an approved Request for Data or upon revision to the distribution part of the DPD provided such changes do not incur additional costs. In the event that additional cost is involved, an equitable adjustment shall be negotiated.
- (e) NASA Contract Deliverable System: Contract data deliverables shall be submitted to NASA using the NASA Acquisition Internet Service (NAIS) Contract Deliverables System. If the system is unavailable or cannot be used for submission of a particular deliverable, due to Privacy Act or other considerations the Contractor shall use other standard methods for delivery.

(End of Clause)

H-7 LIMITATION ON EXECUTIVE COMPENSATION

The Office of Federal Procurement Policy (OFPP) Administrator issued a memorandum, dated May 3, 2001, revising the benchmark limitation on executive compensation under Government contracts for fiscal year 2001 from \$353,010 to \$374,228. The \$374,228 amount is to be used for Contractor fiscal year 2001 and any subsequent Contractor fiscal years unless and until revised by OFPP. The limitation applies to the five most highly compensated employees at each home office and segment of a Contractor. The limitation amount applies to contract costs incurred after January 1, 2001, under defense and civilian agency contracts, whether or not the contract was previously subject to a statutory limitation on compensation. Compensation in excess of the benchmark limitation is unallowable.

(End of Clause)

H-8 HANDLING OF DATA

- (a) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data developed, acquired or furnished by or to the Contractor in the performance of this contract, shall be used only in connection with the work under this contract, and shall be protected by the Contractor from unauthorized use, release, duplication, or disclosures. In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, generated test data, administrative, management information, or financial, including cost or pricing).

- (1) Data of third parties which the Government has agreed to handle under protective arrangements;
 - (2) Data of third parties bearing limited rights or restricted rights notices submitted either to the Government or directly to the Contractor; and
 - (3) Data, generated by the Government or the Contractor, of which, the Government intends to control.
- (b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:
- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
 - (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
 - (3) Preclude access and disclosure of such data outside the Contractor's organization performing work under this contract, without written consent of the Contracting Officer; and
 - (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.
- (c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees and subcontractors contractually to comply with the access, use, disclosure, and reproduction provision of this clause.
- (d) Nothing contained in this special contract requirement or elsewhere in this contract shall be construed as altering the definition of "technical data" for the purpose of applying the requirements of the clause herein entitled FAR 52.227-14, "Rights in Data—General."
- (e) The Contractor's Handling of Data Plan is a deliverable of Data Requirement MA07 and will be incorporated as part of the Contract in (Attachment J-6).

(End of Clause)

H-9 CONTRACTOR REPRESENTATIVE(S)

The Contractor shall designate one of its personnel at SSC to act as overall manager, and delegate to this person the complete authority to decide all matters connected with this contract, to include operations conducted at MSFC. The Contractor shall further designate a second employee at SSC as alternate with the authority to act as and on upon behalf of the manager in the event of the absence or incapacity of the designated manager. The Contractor shall advise the Contracting Officer in writing of the persons so designated. Also see J-1, Section 1-0, for Management and Administration of the integrated team.

(End of Clause)

H-10 OBSERVANCE OF LAWS AND REGULATIONS

- (a) The Contractor shall procure and keep effective necessary business and professional permits and licenses required in performance of the work. Generally, NASA will execute the necessary environmental permits.
- (b) Inasmuch as various departments and agencies of the government, several Contractors and other tenants jointly occupy SSC/MSFC and are confronted with certain common conditions and problems resulting from this co-occupancy, certain uniform policies, regulations, and procedures will be issued, as required, by the government (NASA/SSC/MSFC), and will be applicable to all personnel working at SSC and MSFC. The Contractor shall adhere to these policies and procedures insofar as such policies and procedures are in conformity with the terms of this contract.
- (c) All employees of the Contractor assigned to perform the work under this contract shall be under the control of the Contractor during the performance of such assignment. The Contractor shall be responsible for satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- (d) The above provisions of this Section shall be made equally applicable by the Contractor to employees other than those of the Contractor to the extent that they may be assigned work under this contract notwithstanding the basis of the assignment, e.g., subcontract.

(End of Clause)

H-11 MOTOR VEHICLE MANAGEMENT

- (a) Acquisition of Motor Vehicles: The Contractor shall operate and manage GSA and commercially Leased Motor Vehicles as necessary to support the performance of the contract. Such needed vehicles are to be operated and managed in the manner most efficient and economical to the government. If deemed necessary, additional vehicles may be obtained from the GSA Interagency Motor Pool and/or leased from commercial sources subject to approval and authorization by the SSC

Transportation Officer. When the acquisition of commercially leased vehicles is deemed appropriate, such acquisition shall be authorized by the SSC Transportation Officer and approved in advance by the Contracting Officer.

- (b) The Contractor shall assure that all operators of government-owned vehicles possess valid state licenses. The Contractor will furnish GSA and the Contracting Officer a copy of their third party automobile liability insurance policy, as defined in NFS 1852.228-75 entitled "Minimum Insurance Coverage," covering any and all leased GSA motor vehicles.
- (c) The parties further agree that, with respect to any commercially leased motor vehicles authorized for use in performance under this contract, the lease costs, which may include therein applicable costs of collision and comprehensive insurance, shall be considered allowable costs to the extent that they are reasonable and allocable to this contract. Upon commercial lease of a motor vehicle(s), the Contractor shall give written notice to the Contracting Officer as to the insurance coverage provided by such lease agreement.
- (d) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(End of Clause)

H-12 REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT

The FAR Clause 52.222-41, Service Contract Act of 1965, as amended, shall apply to the contract. The Contractor and subcontractors (if applicable) will be required to compensate the employees engaged in performance of this contract at wage rates (including fringe benefits) at least equal to the rates prescribed in the attached Department of Labor, SCA Wage Determination (See Section J, Attachment J-4).

(End of Clause)

H-13 NATIONAL LABOR RELATIONS ACT

- (a) The selected Contractor shall be required to comply with the requirements of the National Labor Relations Act.

Some of the service employees located at MSFC are represented by the following collective bargaining representative (Union):

- Bricklayers and Allied Craftsmen – Local No. 15
- International Brotherhood of Electrical Workers, Local No. 558
- International Brotherhood of Painters and Allied Trades, Local No. 1293
- International Union of Operating Engineers, Local No. 320
- Laborer's International Union of North America, Local No. 366

- Sheet Metal Workers' International Association, Local No. 48
 - UA Plumbers and Steamfitters, Local No. 377
 - United Brotherhood of Carpenters & Joiners of America, Local No. 1274
- (b) As a government contracting activity, SSC/MSFC recognizes the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful Contractor agrees to maintain practices that are in compliance with these mandatory provisions of law.

(End of Clause)

H-14 SECURITY CONTROLS

- (a) Security Requirements. Performance of this contract requires reproduction of classified information. Contractor personnel will also be required to obtain access to classified information or to enter areas where classified documents are kept. Personnel security clearances required or requested for work assignments on this contract will be limited strictly to those required to perform the assigned function. The Contractor will be guided by Section III of the Industrial Security Manual, DoD 5220.22-M and will comply with Attachment J-9, Contract Security Classification Specification.

The Contractor shall require each employee engaged on the work site to display government furnished identification badges and special access badges at all times. The Contractor shall upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the Security Officer.

- (b) Access to Secure Areas. Portions of the work under the contract are performed in secure areas, needing specific access requirements. These secure controlled/restricted areas are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is categorized into "escorted" and "unescorted" access. All persons requiring unescorted access to a secure area shall be the subject of a favorable security investigation (security clearance) required for access to that area or, in most cases, will be escorted by an approved escort official. The Contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. Personnel requiring access to areas containing classified information or material shall have the appropriate security clearance as approved by Defense Investigative Security Clearance Office.
- (c) Interfaces. The Contractor shall comply with controlled/restricted area procedures and instructions, to include proper security clearances. Contractor personnel working in controlled/restricted areas, such as the test complex area, and computer rooms, may be required to sign in and out, state the nature of business at the entrance desk, and display a unique user provided badge. All work in controlled/restricted areas shall be coordinated with the respective unit or organization in accordance with local agency security procedures.
- (d) IT Security. The Contractor shall manage the security, operation and support of IT resources in accordance with NPG 2810.1 and in accordance with all applicable

SSC/MSFC IT security guidelines and policies. This includes contract and system IT security plans, risk assessments, access policies, contingency planning, personnel screening, awareness, and training. NASA may audit the Contractor's IT security planning efforts on an annual basis or as required to ensure compliance. The Contractor shall assist the Government in maintaining a level of security that minimizes the threat of unauthorized access to IT resources and the destruction of Government data. The Contractor shall provide reports, plans, guidance and support to meet the security requirements for IT at SSC/MSFC as required by the National Security Act and NASA Headquarters. Specific documents guiding the IT Security functions include: Office of Management and Budget Circular A-130, NPD 2810.1, NPG 2810.

(End of Clause)

H-15 RESERVED

H-16 GOVERNMENT/CONTRACTOR FURNISHED PROPERTY

- (a) Government Furnished Property: Attachment J-10 is a listing of property that the government will make available to the Contractor for performance of this contract. The final list of government furnished property will be incorporated into the contract by reference. If the Government fails to provide the property or services specified in Clause 1852.245-77, List of Installation-Accountable Property and Services, and that failure adversely affects the Contractor's ability to perform the contract, the Contracting Officer shall, upon timely written request from the Contractor, (1) make a determination of the effect on the Contractor, and (2) equitably adjust the contract in accordance with the procedures provided in the Changes clause of this contract. Equitable adjustments made pursuant to this clause, however, shall not include adjustments in fee.
- (b) Government Replaced: Government property in Attachment J-10, List 1 (No Class Exceptions) provided to the Contractor as serviceable government property in accordance with FAR 52.245-5 shall be at the determination of the government and shall remain government owned property.
- (c) Contractor Replaced: Government property in Attachment J-10, List 2 (Class Exceptions) specifies existing government property made available to the Contractor on an "as-is" basis in accordance with FAR 52.245-19. The Contractor shall provide any necessary replacements as Contractor owned/leased property. The Government makes no warranty whatsoever with respect to property made available "as-is" except that the property is in the same condition, less fair wear and tear, when placed at the delivery point as when inspected or made available for inspection by the Contractor. Upon reaching the end of its useful life, it will be processed for disposal in accordance with Government procedures. Replacement and maintenance costs (excluding fuel, oil, and lubricants) of Contractor owned/leased property will be at Contractor's expense.

If there is any change in the condition of Government property from the time inspected or made available for inspection to the time of issuance to the Contractor,



National
Aeronautics and
Space
Administration

RFP13SSC-O-02-38 Page 57 of 310

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DATE

OFFICE CODE

REMARKS/ADDITIONAL ADDRESSEES

At Contractor's expense, in accordance with Section G, the Contractor may repair or modify any property or the Contractor may substitute Contractor-owned property to perform the scope of work requirements. Modifications to property may only be made with the written permission of the Contracting Officer. Any repair or modification to IAGP shall not affect the title of the Government. The Contractor shall maintain maintenance, repair, and modification records on Government property specifically identified in Attachment J-10, List 2.

WARNING

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National
Aeronautics and
Space
Administration

RFPI3SSC-O-02-38 Page 58 of 310

Facsimile Transmission Cover Sheet

DECLARATION OF CONTRACTOR OWNED EQUIPMENT

(a) Capitalization: The Contractor may ~~FROM~~ purchase equipment for the purpose of performing the work described in the PWS. The capital equipment will be capitalized and depreciated in accordance with the Contractor's established cost accounting practices and procedures, as follows:

Equipment Type	Cost	Minimum Useful Life	Depreciation Method	DATE

NAME AND TITLE	INSTALLATION	OFFICE CODE
TBDC	TBDC	

(b) Contractor Records: The Contractor agrees to maintain and provide to the contracting officer upon request, complete records of capital equipment that are subject to this clause, including date of purchase, estimated service life, purchase price, depreciated base, method, and schedule, and amount of depreciation recorded to date.

(c) Right to Purchase: If upon expiration or termination of this contract the Government does not thereafter contract with the Contractor for the performance of the same, or substantially the same services contemplated by this contract, the Contractor shall, upon request by the successor Contractor(s), transfer title to any prime Contractor dedicated equipment identified in the records referenced above, to the successor Contractor(s) at net book value, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the Contractor and successor Contractors.

(End of Clause)

H-18 NASA RECORDS MANAGEMENT

The Contractor shall create, maintain, preserve, and dispose of NASA records in accordance with NPG 1441.1 "NASA Records Retention Schedule" (refer to Attachment J-1).

(End of Clause)

H-19 SAFETY AND HEALTH PLAN

The Contractor's Safety and Health Plan is incorporated into the contract in Attachment J-11.

(End of Clause)

H-20 ASBESTOS AND LEAD

During performance of this contract, Contractor personnel performing work in SSC/MSEC buildings may come in contact with materials containing asbestos. Portions of SSC buildings 1000, 1100, 1200, 2101, and 2201 and MSFC buildings 4000, 4101, 4202, 4663 and 4666 deteriorate significantly in a few years. It must be copied prior to filing as a record. contain asbestos spray applied insulation. Other buildings may contain

WARNING



National
Aeronautics and
Space
Administration

RFPI3SSC-O-02-38 Page 59 of 310

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1910.1001, OSHA Standard 29 CFR 1926.58 and USEPA 40 CFR 61, Subpart M. Prior to disturbing suspected asbestos in any manner, the Contractor shall notify the NASA (SSC/MSFC) Environmental Officer, who serves as Asbestos Program Manager for guidance. The Contractor shall be responsible for ensuring all Contractor personnel working on site are made aware of and

NAME AND TITLE	TELEPHONE NUMBER	FAX NUMBER	TOTAL PAGES (Including lead copy)	DATE
SSC has an Asbestos Hazard Control Plan which addresses procedures for work involving potential asbestos exposure. The Contractor will be required to comply with the provisions of this plan whenever his work involves the potential for exposure to asbestos. The SSC Asbestos Hazard Control Plan (SCWI-8500-0019-ENV) and the Lead Hazard Control Plan (SCWI-8500-0018-ENV) are located in the TRL. MSFC Asbestos & Lead Hazard plans are Contractor developed and task specific.				
NAME AND TITLE	TELEPHONE NUMBER	FAX NUMBER	INSTALLATION	OFFICE CODE

In addition to asbestos, Contractor personnel at SSC/MSFC may come in contact with lead based paints. The locations of lead based paint have been documented on facility drawings to the extent possible. Other areas may require sampling and analysis if lead based paints are suspected.

(End of Clause)

H-21 ENVIRONMENTAL PLANNING

During performance of this contract, the Contractor or its subcontractor(s) may be required to design projects or perform projects that will potentially impact the environment. To guide the Contractor in what needs to be considered in project designs and planning, the Contractor shall reference the SSC Environmental Resources Document (ERD). The development and submission to the NASA Environmental Office of the Environmental Study form (SSC # 696M) found in the ERD is required for all construction projects and for all activities that have any potential for impacting the environment. The NASA Environmental Office will determine if the project will require evaluation under the National Environmental Policy Act and what environmental permits will be needed prior to proceeding with the project.

(End of Clause)

H-22 HAZARDOUS MATERIAL AND HAZARDOUS WASTE MANAGEMENT

During the performance of this contract, the Contractor or subcontractor may be required to requisition, handle and manage hazardous materials in support of specific projects. The Contractor may also generate waste for ultimate disposal by NASA. In the performance of these activities, the Contractor shall abide by Stennis Procedures and Guidelines SCWI-8500-0004-ENV "Hazardous Materials, Hazardous Waste and Solid Waste Procedures and Guidelines" SCWI-8500-0020-ENV, "Integrated Contingency Plan" and SPG 8715.1, "Stennis Space Center Safety and Health Procedures and Guidelines" while operating at SSC. The Contractor shall abide by MSFC Procedures and Guidelines MPG 8500.1A "MSFC Environmental Management

Program, MWI 8550.1 "Waste Management, MWI 8550.2 "Storm Water Management, MWI 8550.5 "Hazard Material Management and MWI 8715.9B Occupational Safety Guidelines for MSFC Contractors. Some FAX machines produce copies on thermal paper. The image produced is highly unstable and will deteriorate significantly in a few years. It must be copied prior to filing as a record.

(End of Clause)

H-23 PARTNERING

The Government defines partnering as it relates to this contract as: a process that involves both Government and Contractor personnel meeting together for the purpose of identifying, considering alternatives, resolving and implementing improvements, working out solutions for various identified Government and Contractor concerns, problems, performances, and opportunities. This includes Contractor to Contractor interfaces.

SSC/MSFC expects all Government and Contractor employees to work together to support the mission of both Centers. The Government expects the TOC Contractor to interface in a professional manner with regard to establishing working relationships and resolving differences with other Contractor support functions at both centers.

(End of Clause)

[END OF SECTION]

PART II – CONTRACT CLAUSES

Section I

CONTRACT CLAUSES

CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	Dec. 2001
52.203-3	Gratuities	Apr. 1984
52.203-5	Covenant Against Contingent Fees	Apr. 1984
52.203-6	Restriction on Subcontractor Sales to the Government	Jul. 1995
52.203-7	Anti-Kickback Procedures	Jul. 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan. 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan. 1997
52.203-12	Limitation on Payments to Influence certain Federal Transactions	Jun. 1997
52.204-2	Security Requirements	Aug. 1996
52.204-4	Printing or Copying Double-Sided on Recycled Paper	Aug. 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	Feb. 2002
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul. 1995
52.211-15	Defense Priority and Allocation Requirements	Sep. 1990
52.215-2	Audit and Records—Negotiation	Jun. 1999
52.215-8	Order of Precedence- Uniform Contract Format	Oct. 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	Oct. 1997
52.215-13	Subcontractor Cost or Pricing Data-Modifications	Oct. 1997
52.215-14	Integrity of Unit Prices	Oct. 1997
52.215-15	Pension Adjustments and Asset Revisions	Dec. 1998
52.215-16	Facilities Capital Cost of Money	Oct. 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)	Oct. 1997
52.215-19	Notification of Ownership Changes	Oct. 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	Oct. 1997
52.216-7	Allowable Cost and Payment	Dec. 2002
52.217-8	Option to Extend Services (Insert: 30 days)	Nov. 1999
52.217-9	Option to Extend the Term of the Contract (Insert: 30 days, <u>6 Years</u>)	Mar. 2000
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Insert: ___ Offer elects to waive the evaluation preference)	Jan. 1999
52.219-8	Utilization of Small Business Concerns	Oct. 2000

52.219-9	Small Business Subcontracting Plan with (Alternate II, (Oct. 2001))	Jan. 2002
52.219-16	Liquidated Damages-Subcontracting Plan	Jan. 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Insert: 10%, ___ Offer elects to waive the evaluation preference)	May 2001
52.219-25	Small Disadvantaged Business Participation Program- Disadvantaged status and Reporting	Oct. 1999
52.222-1	Notice to the Government of Labor Disputes	Feb. 1997
52.222-2	Payment for Overtime Premiums (Insert: <u>zero</u>)	Jul. 1990
52.222-3	Convict Labor	Aug. 1996
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	Sep. 2000
52.222-21	Prohibition of Segregated Facilities	Feb. 1999
52.222-24	Pre Award of On-Site Equal Opportunity Compliance Evaluation	Feb. 1999
52.222-26	Equal Opportunity	Apr. 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec. 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun. 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec. 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.222-42	Statement of Equivalent Rates for Federal Hires (Refer to Attachment J-5)	May 1989
52.223-3	Hazardous Material Identification and Material Safety Data	Jan. 1997
52.223-5	Pollution Prevention and Right-to-Know Information	Apr. 1998
52.223-6	Drug-Free Workplace	May. 2001
52.223-7	Notice of Radioactive Material (Insert: 30)	Jan. 1997
52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designated Products (Insert: Submit this estimate to: NASA Acquisition Management Office, Code BA31, Attn: Contracting Officer, John C. Stennis Space Center, MS. 39529 and 1 copy to: Environmental Office Code RA02, Environmental Officer, John C. Stennis Space Center, MS 39529)	Aug. 2000
52.223-10	Waste Reduction Program	Aug. 2000
52.223-11	Ozone-Depleting Substances	May. 2001
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Oct. 2000
52.224-1	Privacy Act Notification	Apr. 1984
52.224-2	Privacy Act	Apr. 1984
52.225-1	Buy American Act – Supplies	May. 2002
52.225-13	Restrictions on Certain Foreign Purchases	Jul. 2000
52.227-1	Authorization and Consent	Jul. 1995
52.227-2	Notice & Assistance Regarding Patent & Copyright Infringement	Aug. 1996
52.227-11	Patent Rights - Retention by the Contractor (Short Form) (As Modified by NFS 1852.227-11)	Jun. 1997
52.227-14	Rights in Data-General (As Modified by NFS 1852.227-14)	Jun. 1987
52.227-16	Additional Data Requirements	Jun. 1987
52.228-7	Insurance - Liability to Third Persons	Mar. 1996
52.230-2	Cost Accounting Standards	Apr. 1998
52.230-6	Administration of Cost Accounting Standards	Nov. 1999
52.232-9	Limitation on Withholding of Payments	Apr. 1984
52.232-17	Interest	Jun. 1996
52.232-20	Limitation of Cost	Apr. 1984
	OR	
52.232-22	Limitation of Funds	Apr. 1984
52.232-23	Assignment of Claims	Jan. 1986
52.232-25	Prompt Payment	Feb. 2002
52.232-33	Payment by Electronic Funds Transfer— Central Contractor Registration	May 1999
52.233-1	Disputes – with (Alternate I (Dec. 1991))	Jul. 2002

52.233-3	Protest After Award with (Alternate I (Jun 1985))	Aug. 1996
52.237-2	Protection of Government Buildings, Equipment and vegetation	Apr. 1984
52.237-3	Continuity of Services	Jan. 1991
52.239-1	Privacy or Security Safeguards	Aug. 1996
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul. 1995
52.243-2	Changes-Cost Reimbursement- with (Alternate II (Apr. 1984))	Aug. 1987
52.244-2	Subcontracts- with (Alternate I (Aug. 1998))	Aug. 1998
52.244-5	Competition in Subcontracting	Dec. 1996
52.244-6	Subcontracts For Commercial Items and Commercial Components	May. 2002
52.245-5	Government Property (Cost Reimbursement, Time and Materials, or labor-hour Contracts)	Jan. 1986
52.245-19	Government Property Furnished "As Is"	Apr 1984
52.247-1	Commercial Bill of Lading Notations	Apr. 1984
52.248-1	Value Engineering	Feb. 2000
52.249-6	Termination (Cost Reimbursement)	Sep. 1996
52.249-13	Failure to Perform	Apr. 1984
52.249-14	Excusable Delays	Apr. 1984
52.251-1	Government Supply Sources	Apr. 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles and Related services	Jan. 1991
52.253-1	Computer Generated Forms	Jan. 1991

B. NASA/FAR Supplement (48 CFR Chapter 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.204-76	Security Requirements for Unclassified Information	Jul 2002
1852.209-71	Technology Resources	
1852.209-72	Composition of the Contractor	Dec. 1988
1852.216-89	Assignment and Release Forms	Jul. 1997
1852.219-74	Use of Rural Area Small Businesses	Sep. 1990
1852.219-75	Small Business Subcontracting Reporting	May. 1999
1852.219-76	NASA 8 Percent Goal	Jul. 1997
1852.223-71	Frequency Authorization	Dec. 1988
1852.223-74	Drug- And Alcohol-Free Workplace	Mar. 1996
1852.236-73	Hurricane Plan	Dec. 1988
1852.237-70	Emergency Evacuation Procedures	Dec. 1988
1852.242-71	Travel Outside the United States	Dec. 1988
1852.243-71	Shared Savings	Mar. 1997

I.2 ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984)

Portions of this contract are altered as follows:

In FAR Clause 52.243-2, Changes- Cost-Reimbursement - (Aug. 1987)
Paragraph C, substitute "60 days" in lieu of "30 days."

(End of Clause)